

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 4		
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">M336</div>		3. EFFECTIVE DATE <div style="text-align: center;">See block 16C</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">NOPR</div>		5. PROJECT NO. (IF APPLICABLE)	
6. ISSUED BY CODE U.S. Department of Energy Ohio Field Office West Valley Demonstration Project 10282 Rock Springs Rd., P.O. Box 191 West Valley, NY 14171		7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) West Valley Nuclear Services Co. LLC 10282 Rocks Springs Rd. West Valley, NY 14171				(✓)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. <div style="text-align: center;">DE-AC24-81NE44139</div>			
				10B. DATED (SEE ITEM 13) <div style="text-align: center;">08/24/81</div>			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:							
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (IF REQUIRED) N/A							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (SPECIFY AUTHORITY) THE CHANGES SET FORTH IN ITEM 14 AND MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT OF AUTHORITY OF: 41 U.S.C. 253, P.L. 95-91						
	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.							
See Page 2							
Except as provided herein, all terms and conditions of the document in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or Print) <div style="text-align: center;">R.A. Mellon President WVNSCO</div>				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) <div style="text-align: center;">Mary Jane Scouten Contracting Officer</div>			
15B. CONTRACTOR/OFFEROR <div style="text-align: center;">(Signature of person authorized to sign)</div>		15C. DATE SIGNED <div style="text-align: center;">2/26/04</div>		16B. UNITED STATES OF AMERICA BY <div style="text-align: center;">(Signature of Contracting Officer)</div>		16C. DATE SIGNED <div style="text-align: center;">2/26/04</div>	

1. The purpose of this Modification M336 is to revise Section J. Attachment J, Contract Performance Evaluation and Measurement Plan (PEMP) Part II, Performance Based Incentives (PBIs) and add a conformed copy of the PEMP.
 1. Section F, Clause F.5, "Fiscal Year Deliverable and Milestones" under Modification M327 is hereby deleted in its entirety, and replaced with the table listed below in this modification. The asterisk listed in the completion dates column denotes an estimated rather than a firm completion date, for firm completion data requirement refer to the appropriate PBI.
 2. The following PBI's listed in Section J, Attachment J, PEMP, are hereby deleted in their entirety, and replaced with the attached PBI's versions to this modification. FC-1A; FC-2A; FC-2B; FC-3; LTR-1A; LTR-1B; LTR-1C; LTR-1D; LTR-1E; LTR-1G; FC-1; FC-1B; FC-2; FC-2C; FC-4; FC-4A; LTR-1; VCD-1; DP-1; and WM-SS-1.
 3. The following new PBI's are hereby incorporated into Section J, attachment J, PEMP of the contract in their entirety. CHAR-1; CHAR-2; VCD-SS-1; and DP-SS-1.
 4. Section B, Clause B.3 "Estimated Cost and Available Fee" is hereby amended as follows: The Total Estimated Cost is unchanged as a result of this modification.
 5. Section J, Attachment J, PEMP and associated modifications to the PEMP is hereby deleted in its entirety, and replaced by the conformed copy of the PEMP attached to this modification.
 6. Except as provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

	<i>PBI</i>	<i>Description</i>	<i>Completion Dates</i>	<i>Interim</i>	<i>Value</i>
1	FRS-1	Decontamination of the FRS	6/30/2003*		\$1,100,000
2	PT-1	Completion of Plan Data Package	9/30/2003		\$300,000
3	HLW-2	Sodium Bearing Waste Processing	4/30/2003*		\$600,000
4	HLW-1	Tank Lay-up	10/31/2003*		\$1,000,000
	HLW-1A	Limit Flow of Groundwater Into 8D-2 Vault	7/31/2004*	\$100,000	
5	FC-1	Decontamination of PMC	11/30/2004*		\$2,170,000
	FC-1A	Complete Initial Debris Removal	10/31/2003*	\$250,000	
	FC-1B	Complete Removal of PMC Maintenance Table	5/31/2004*	\$100,000	
6	FC-2	Decontamination of GPC	11/30/2004*		\$2,170,000
	FC-2A	Re-establish Material Flow Path	2/28/2003*	\$100,000	
	FC-2B	Complete Initial Debris Removal	10/31/2003*	\$250,000	
	FC-2C	Complete Removal of GPC HiVac Table and Transfer Sockets	4/30/2004*	\$200,000	
7	FC-3	Decontamination of PPC South	9/30/2003*		\$1,400,000
	FC-3A	Complete Equipment Removal	8/31/2003*	\$250,000	
	FC-3B	Complete Surface Cleaning	9/30/2003*	\$100,000	
8	FC-4	Decontamination of XC2	11/30/2004*		\$1,524,000
	FC-4A	Complete Removal of 13D-18 Tank in XC-2	5/31/2004*	\$250,000	
9	RH-1	DOE ORR for the RHWF Completed	11/30/2004		\$1,300,000
	RH-1A	RHFW Utilities Completed	9/15/2003*	\$250,000	
	RH-1B	RHWF Construction Completed	7/31/2004*	\$750,000	
	RH-1C	RHWF Operating Procedures Completed	8/15/2004*	\$50,000	
	RH-1D	RHWF Operators Trained	9/15/2004*	\$50,000	
	RH-1E	RHWF Performance Testing Completed	9/30/2004*	\$50,000	
10	LTR-1	Demonstrate Compliance with LTR Peak Dose Criteria	01/30/2004*		\$1,736,000
	LTR-1A	Characterization of Tank 8D-4 and STS	11/30/2002*	\$100,000	

	LTR-1B	Regulatory Package for WTF	6/30/2003*	\$100,000	
	LTR-1C	Characterization of the Vitrification Facility	4/30/2003*	\$200,000	
	LTR-1D	Characterization Package for the Process Building Cell Group A	5/31/2003*	\$100,000	
	LTR-1E	Characterization Package Cell Group B	9/30/2003*	\$100,000	
	LTR-1G	Characterization of PPC-S	11/30/2003*	\$100,000	
	CHAR-1	Characterization of HEC (PMC & GPC)	12/31/2004	\$150,000	
	CHAR-2	Characterization of XC2	12/31/2004	\$100,000	
11	PT-2	Completion Plan Turnover Package	12/31/2004		\$300,000
12	VCD-1	Vitrification Cell Dismantlement and Waste Shipping	12/31/2004		\$3,180,000.
13	VCD-WM	Ship LLW for Final Disposition	12/31/2004		\$108,000
14	DP-1	WVDP Decommissioning Plan	12/31/2004		\$100,000
		Interim subtotal		\$3,700,00	
		TOTAL			\$20,688,000.00
	Super-stretch				
15	WM-SS-1	Ship Legacy B & C Class Waste			\$100,000
16	HLW-SS-1	Treat & Ship Sodium-Bearing Wastewater for Disposal			\$500,000
17	TRU-SS-1	Obtain Certification from WIPP for Shipment of TRU Waste			\$500,000
18	RH-SS-1a	Start Processing Waste in RHWF			\$250,000
	RH-SS-1b	Process One Waste Stream Through the RHWF			\$1,000,000
19	RH-SS-2	Remote Handled Waste Facility Waste Campaign Two			\$600,000
20	WM-SS-2	Characterize Legacy Waste Stored Outside Prior to Final Disposition			\$150,000
21	WM-SS-3	Package Radioactive Waste for Disposal			\$140,000
22	VCD-SS-1A	Package the Melter	12/31/2004	\$100,000	
	VCD-SS-1B	Vitrification Melter Shipping	12/31/2004		\$900,000
23	DP-SS-1	WVDP Decommissioning Plan to NRC	12/31/2004		\$150,000

**Contract Performance Evaluation
and
Measurement Plan
(PEMP) Part I**

A. Introduction

This plan specifies the methods that will be used to measure and evaluate the Contractor's performance under contract DE-AC24-81NE-44139. Part I addresses basic contract performance and performance evaluation including Minimum Performance Levels (MPLs) established in Clause DEAR 970.5215-3 Conditional Payment of Fee, Profit or Incentives. Part II identifies the Performance Based Incentives, (PBIs) the fee associated with performance of those incentives, performance expectations, Contract Minimum Performance Levels (CMPLs) and tables identifying the expected contractor remuneration for failure to meet CMPLs. CMPLs are specific to this contract and are in addition to the MPLs established in DEAR 970.5215-3.

B. Organization Structure for Fee Administration

1. Head of Contracting Activity (HCA):

a. The Manager of the Ohio Field Office is the Head of the Contracting Activity as delegated by the Director, Procurement and Assistance Management Directorate, DOE Headquarters. By memorandum the Manager re-delegated to the Assistant Manager of Acquisition and Asset Management, the functions and duties of the HCA except for those specifically reserved for managers approval.

b. The primary HCA responsibilities applicable to this contract and retained by the Manager are:

(1) Determining the fee payable to the contractor as the Fee Determining Official.

(2) Meet periodically with Senior Managers and Assistant Managers to formally assess the contractor's performance under the contract

(3) Approve the establishment of PBIs, and Baseline Changes.

(4) Review and approve Contractor Human Resources Activities as required in DOE Order 450.1

c. The Assistant Manager of Acquisition and Asset Management has been delegated responsibility for the following activities:

(1) Continuously monitor contractor's performance.

(2) Notify the HCA whenever reportable aspects of non-conformance with the contract requirements occur.

(3) Coordinate and approve actions of major significance or impact. These may include fee reductions, equitable adjustments, or other changes outside the scope of the approved PEMP, or otherwise determined to be significant.

(4) Establish policies and procedures pertaining to contract matters involving all contracts under the cognizance of the Ohio Field Office.

(5) Ensure that the contractor receives fair, impartial and equitable treatment under the

and will be evaluated in all aspects of contractor performance.

5. The Contractor will be evaluated on the basis of factors within their control, as well as those factors and results that a reasonably prudent contractor engaged in the nuclear field should have anticipated or foreseen. The evaluation must consider if the contractor has reasonably exercised the steps that should have been taken for performance of the contract.

E. Minimum Performance Levels (MPLs)

1. MPLs are those minimum performance requirements that the contractor is required to meet under DEAR 970.5215-3 in performance of the work under this contract. Failure by the contractor to meet the MPLs may result in a reduction in otherwise earned fee in accordance with the clause

F. Performance Based Incentive

1. Performance Based Incentive (PBI) -PBIs are the specific elements of performance that can be measured and validated against a quantified measure and can be used as an objective evaluation of contractor performance. Of the Fee assigned to this contract, 100% is tied to completion of PBIs, and payments made from this fee will be categorized as final or provisional based on the terms of the contract and the specific PBI. The contractor must complete the PBI acceptably to earn and retain the amount of fee assigned to that PBI. The DOE will evaluate each specific performance element, and select the appropriate PBI type for that element. The following definitions apply to the different types of PBIs available for use under this contract, however; this does not mean that every type of PBI must or will be used. Each incentive included in the contract will be designated as one of the following types:

- a. Baseline Incentive: A performance, schedule, or cost incentive that is associated with the budgeted work to be performed, and requires the work to be performed within the baseline.
- b. Stretch Incentive: An incentive designed to motivate the contractor to accelerate work performance, achieve cost efficiencies, or perform more work than expected under the current baseline (i.e. the annual operating plan, work breakdown structure, etc.). The cost efficiencies achieved are normally within the range of the original estimate of the work or achievable through efficiencies in the performance of such work. Any fee associated with the acceleration of such work is part of the Total Available Fee. As an example, a baseline incentive may require shipment of 100 CF of waste, whereas a stretch incentive may include a greater fee for shipping the same amount sooner or a greater amount in the same time frame and baseline. Typically, the contractor's authority to initiate or accelerate work subject to a stretch incentive is described within the PBI and would not be subject to action by a configuration/change control board, or similar entity.
- c. Super Stretch Incentive: A super stretch incentive motivates the contractor to accelerate significantly more work than that incentivized by stretch incentives. Fee associated with the super stretch incentive is not part of the Total Available Fee, but is funded from cost savings/efficiencies realized as a result of the contractor's performance of baseline work efforts. The contractor can only perform work associated with the super stretch incentive upon express authorization by a configuration/ change control board or similar entity.
- d. Gateway Incentive: The gateway incentive creates a requirement that work previously subject to an incentive must be successfully performed prior to any follow-on incentive fee being earned by the contractor. Gateways are intended to ensure that priority work will be performed even if the associated incentive is not earned; and that necessary tasks are not deferred based on application of resources relative to potential fee.
- e. Multi-Year Incentive: An incentive designed to establish performance expectations and measures

minimum performance levels (MPLs) for ES&H, Contract Performance, and Cost under the contract. Failure to meet the MPLs specified in the clause may result in an annual reduction in fee in varying degrees up to the total amount earned. The Fee Determining Official makes the final decision as to the amount, if any, by which fee will be reduced on an annual basis.

c. FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity : This clause establishes the Government right to reduce fee for illegal actions or improper activity on the part of the contractor.

d. Multi-Year Fee: This clause states DOE's intent that 100% of the fee pool will be assigned to PBIs and that fee that is unearned due to Contractors failure to perform is forfeit, however, fee that is unearned due to modification or cancellation of a PBI will be reallocated to either a new or existing PBI at DOE's discretion.

e. Provisional and Incremental Payment of Incentives: This clause provides that a single PBI may contain both provisional and final payments within, establishes a requirement for repayment of provisional fee with interest for failure to complete the PBI, and allows DOE to declare provisional payments final at their discretion for completion of a PBI with lasting intrinsic value. Additionally the clause reiterates that all fee, whether provisional or final, is subject to DEAR 970.5215-3.

f. Inspection of Services: This clause provides that a fee reduction may occur when the contractor's performance does not conform with contract requirements and the service cannot be re-performed within the originally estimated or officially revised cost estimate. Each situation will be evaluated based upon the facts and circumstances. And will be determined to be (1) Unimportant or trivial omissions, defects, or failures that do not result in a fee reduction. (2) Defects of such a magnitude as to materially affect the form, fit, function, value or usefulness of the service/product provided and significant defects or adverse trends indicating fundamental programmatic deficiencies may result in an appropriate fee reduction; (3) Substantial defects may result in a fee reduction, invocation of the Conditional Payment of Fee clause, or in exercise of the Governments rights under the Termination clause.

2. Fee payments will be made for conformance with contract requirements which include performing all assigned work as specified on the actual PBI. Once final acceptance and payment for work under a PBI occurs, the fee is no longer subject to adjustment under the Inspection of Services Clause, except as otherwise provided for by law, regulation or other agreed upon provisions of the contract.

3. It is expected that management systems will be in place and enforced to assure that effective procedures are developed and implemented. The Contractor is responsible for the conduct of its operations and all of its employees in the operation of this site. The contractor shall not be subject to any fee reduction or request for remuneration under the fee clauses or remuneration requirements of the PEMP and contract for stopping an activity which it deems unsafe; unless the alleged unsafe condition arose as a result of the contractor's actions or inaction.

4. If DOE determines that it is appropriate to reduce fee or require remuneration from the contractor in accordance with the PEMP or the terms of the contract, the contractor will be immediately notified of the deficiency. Although the Government is willing to discuss fee reductions or remuneration with the contractor and prefers to make mutually acceptable, equitable adjustments when defects occur, the final decision on the amount of a fee reduction or remuneration required may be unilateral on the part of the DOE. If the contractor does not accept the final decision of the HCA with regard to the reduction, the contractor may dispute the reduction under the Disputes clause of this contract.

(e) Conduct all radiological activities consistent with the "As Low As Reasonably Achievable" (ALARA) principal.

(f) Provide the appropriate environmental monitoring service.

(g) Ensure compliance with all applicable environmental statutes, regulations, and permits.

(h) Obtain and maintain the appropriate permits and licenses to perform the work.

(I) Establish and maintain a DOE Directives matrix (includes DOE Policies, Notices, Orders, and Manuals) that accurately identifies cognizant personnel responsible for contract applicability determinations.

(j) Maintain an effective nuclear facility safety program.

2. Project and Financial Management (P&FM): This objective is to ensure the contractor provides the project and financial management necessary to efficiently and cost-effectively manage the contract scope. The minimum performance objectives are:

(a) Maintain an effective integrated technical baseline for the contract scope.

(b) Maintain an appropriate level of project management oversight and discipline for work being performed and planned under the contract.

(c) Provide risk assessments as necessary to ensure project resources, schedules, and costs are properly estimated and managed in accordance contract requirements.

(d) Maintain an effective DOE approved Baseline Change Control Process.

(e) Comply with Cost Accounting Standards to prevent material mis-charging under the contract.

(f) Provide thorough, timely and effective project and financial management assessments and reports as required by the contract or as may be requested by DOE.

3. Site Infrastructure and Technical Management (SI/TM): This objective is to ensure the contractor provides effective facility, infrastructure, resource and workforce management and utilization. The minimum performance objectives are:

(a) Provide and maintain necessary infrastructure support for site operations.

(b) Maintain a competent core technical workforce and appropriate skill mix.

(c) Maintain open and effective communications with employees and implement effective human resources policies and programs.

(d) Maintain effective approved property management and subcontract administration systems as required by the contract.

4. Quality Assurance Management (QA): This objective is to ensure the contractor provides an effective quality assurance program . The minimum performance objectives are:

(a) Establish and maintain an effective quality assurance program in compliance with DOE Order 414.1A and 10 CFR 830 Subpart A.

This Category also includes events or incidents where an actual injury, exposure, or incident occurred or nearly occurred, regardless of the lack of actual or potential long-term health consequence. This category also includes breakdown or failure of WVDP Safety Management Programs. Examples include, but are not limited to events, occurrences, or incidents listed in Table C-1.

2. Category 2:

Category 2 events, occurrences, or incidents are those that may indicate or reflect a significant weakness in programmatic requirements in environment, safety, health, or quality assurance. Examples include, but are not limited to events, occurrences, or incidents listed in Table C-1.

3. Category 3:

Category 3 events, occurrences, or incidents include requirements that overlay all work accomplished by the contractor to ensure work performed at the site is conducted in a safe, disciplined manner that complies with all contract requirements. A Category 3 event, occurrence, or incident may indicate or reflect a lack of rigor or lack of focus on improving environment, safety health, quality assurance and compliance-related programs. Comprehensive implementation of these programs is essential inasmuch as these programs are relied upon to prevent Category 1 and 2 events, occurrences, or incidents. Examples include, but are not limited to events, occurrences, or incidents listed in Table C-1.

4. Mitigation Factors:

The Contracting Officer shall ensure that Contractor receives impartial fair and equitable treatment, as set forth in FAR 1.602-2, and will take into account mitigating factors. These may include factors such as those set forth below:

- (a) Degree of control that the Contractor had over the event
- (b) Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response)
- (c) Efforts that the Contractor had made to anticipate and mitigate the possibility of the event in advance.
- (d) Contractor response to the event to mitigate its impacts and recurrence.
- (e) General status (trend and absolute performance) of safety and compliance in related areas

The Contracting Officer may require contractor remuneration as outlined in Table C-1 within six (6) months from the date of DOE discovery of the event, incident, or occurrence.

If the event, occurrence, or incident could be categorized in more than one category, the Contracting Officer shall apply the remuneration for only the highest category. If the event, occurrence, or incident results in a fine or penalty from a government agency, the amount of such fine or penalty shall be credited against the amount imposed under the contract by the Contracting Officer. The total credit provided by the Contracting Officer shall not exceed the maximum remuneration required under Table C-1.

CATEGORY 2	
Event, occurrence, or incident	Contractor Remuneration (Maximum)
Event which results in an individual receiving an occupational radiation exposure greater than the DOE Administrative Control Levels as defined in the DOE Radiological Control Standard.	Up to \$100,000 per event, not to exceed \$500,000 for the fiscal year
Facility fire in a less than Hazard Category 3 Facility exceeding the Maximum Credible Fire as defined in DOE Order 420.1 due to contractor action or inaction	
Each month that the WVDP 12 month rolling average Lost Work Day Case Rate is greater than 2.5. [Note: Once exceeded, remuneration will not apply to successive months if these successive months indicate a declining average.]	
Air release from the project or incident causing a measured dose exceeding 10 mrem TEDE at the site boundary as defined in DOE Order 5400.5	
Liquid discharges from DOE process operations (not including WNSWAMP), which exceed 10 times the Derived Concentration Guidelines (DCGs) established in DOE Order 5400.5 for 100 mrem annual ingestion-based dose, as measured at the discharge outfall to local surface waters (e.g., Erdman Brook)	
Contractor-controlled packaging and/or transportation deficiency that results in a container breach of an off site shipment and which requires an off-site response	
Issuance of any final Notices of Violation under NYS or Federal regulations	
Any occurrence, event, emergency, or incident, categorized as an Unusual Occurrence, and determined by the HCA to be so significant as to actually have a measurable effect on the health, safety or security of employees, the public and/or the environment	
Any action on the part of the contractor which effect is to cause the discovery of a Unreviewed Safety Question (USQ) as defined in WV-914, Unreviewed Safety Question Process (USQP) which results in conditions outside of the approved safety basis	
Work performed by personnel where the personnel performing work did not have required ES&H-related training and/or qualification/certification for that work (i.e., asbestos handling, HAZWOPER, fuel handling, criticality) resulting in a personal illness/injury, exposure, or environmental release	

PERFORMANCE INCENTIVE

Section I - General Information

Performance Incentive Short Title: Complete FRS Decontamination **Incentive Number:** FRS-1 **Rev Number/Date:** 1/ dated 11/26/02

Section II - Accounting Information

Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive: approximately \$5.3M	Maximum Available Fee Allocated to this Incentive: \$ 1,100,000
Performance Baseline System (PBS)/Work Authorization (Directive) (WA (D)/Program Control Document No. PBS OH-WV-40	Work Breakdown Structure (WBS) Element No(s). WBS 1.0.3.1.0.0

Section III - Incentive Information

Incentive Type: Baseline ☒ Stretch ☐ Super stretch ☐ Gateway ☐ Multi-year ☐

Degree of Difficulty: High ☐ Medium ☒ Low ☐

Duration: Annual ☒ Multi-year ☐

Fee Payment Type: Completion ☒ Progress ☐ Provisional ☐

Section IV - Performance Expectation and Measurement

Short Title: Complete FRS Decontamination

1. Description: Remove, treat, and dispose of FRS pool water and loose particulate contamination from the pool and perform residual contamination characterization. LLW will be packaged in accordance with site procedures. WIPP will be the assumed disposal site for Transuranic waste. Since WVDP is not yet authorized to ship waste to WIPP, the final waste disposal location and waste acceptance criteria (WAC) are not known at this time. The proposed approach is therefore to comply with the current WIPP WAC that apply to the debris itself (e.g. radioisotopic content), but not those associated with the final waste packages as defined in the WIPP WAC. For CH-TRU waste DOE/WIPP-069, revision 7 will be used and for RH-TRU waste, DOE/WIPP Draft 5-3123 revision 0 will be used.

2. Cost Constraint/Incentive: All work associated with this activity shall be completed within the approved budget defined in the applicable cost account planning report (CAPR).

3. Gateway: N/A

4. Completion: In preparation for final decontamination of the Fuel Receiving and Storage (FRS) Pool, the pool water and any loose particulate contained in it need to be removed from the pool and properly treated and disposed in accordance with site SPDES Permit criteria. During the water removal process, the FRS storage pool, and cask unloading pool, tunnel, pool walls and flooring will be decontaminated or fixed to levels below the high contamination levels as defined in DOE Standard 1098-99, Radiological Control and a fixative coating applied to safely contain any remaining contamination.

Successful completion of this milestone shall be defined as removal of the cask liners, pool water, sorting and packaging of barrels and, cleaning or fixing surface contamination to a level less than 20,000 dpm/100cm² beta-gamma and 2,000 dpm/100cm² alpha, and completion of residual characterization.

A post-decontamination status survey report shall be submitted demonstrating the effectiveness of the decontamination process of the FRS for use with the EIS Performance Assessment to DOE-OH/WVDP.

All work is estimated to be completed on or before June 30, 2003. This date is an estimate only and is not intended to constrain the contractor's ability to schedule activities in such a manner as to facilitate completion of the overall objectives of the contract. However, the estimated completion date may be used as an indication of the contractor's progress toward completion of the overall objectives of the contract. The contractor shall provide DOE reasonable advance notice of any significant deviations from the estimated completion date. Failure to provide such notice will be construed as indicative of the contractor's intent to comply with the estimated completion date.

5. Completion Documents List: A letter report documenting the activities which have been completed and a final radiological inventory report will be provided.

6. Technical Boundary Conditions: Removal of the pool water will eliminate water management activities and reduce the mortgage costs associated with this facility.

7. Assumptions: The work associated with this activity shall be completed in accordance with ISMS and ES&H principles.

Definitions: N/A		
Earnings Schedule		
Fee Available	\$1,100,000	Equivalent to 6.3% of Fee Pool
Signatures:		
Alice C. Williams, DOE Project Director	Signature:	Date:
James L. Little, President, WVNSCO	Signature:	Date:
Ralph E. Holland, Contracting Officer	Signature:	Date:

PERFORMANCE INCENTIVE

Section I - General Information

Performance Incentive Short Title: Completion Plan Data Package **Incentive Number:** PT-1 **Rev Number/Date:** 1/ dated 11/26/02

Section II - Accounting Information

Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive: TBD

Maximum Available Fee Allocated to this Incentive: \$ 300,000

Performance Baseline System (PBS)/Work Authorization (Directive) (WA (D)/Program Control Document No. PBS OH-WV-40

Work Breakdown Structure (WBS) Element No(s). WBS 1.0.7.4.0.0

Section III - Incentive Information

Incentive Type: Baseline ☒ Stretch ☐ Super stretch ☐ Gateway ☐ Multi-year ☐

Degree of Difficulty: High ☐ Medium ☐ Low ☒

Duration: Annual ☒ Multi-year ☐

Fee Payment Type: Completion ☒ Progress ☐ Provisional ☐

Section IV - Performance Expectation and Measurement

Short Title: Completion Plan Data Package

1. Description: Provide the record of work performed through June 30, 2003 detailing decontamination status, characterization status of the facilities, waste inventories, RHWF construction Readiness Status, status of facilities systems, components and equipment and completion of HLW records.

2. Cost Constraint/Incentive: All work associated with this performance based incentive shall be completed within the approved budget defined in applicable cost account planning report (CAPR).

3. Gateway: N/A

4. Completion: This milestone is considered complete when the documentation has been accepted by DOE. HLW records packages will be completed by August 31, 2003. The remaining records package will be completed on or before September 30, 2003.

All work is to be completed on or before September 30, 2003.

5. Completion Documents List:

A. HLW production records:

The final production records shall serve as a basis for the shipping and storage records. After the last HLW canister has been produced, WVNSCO shall be required to complete production records. It is important to DOE that these production records shall be completed in accordance with the EM-WAPS requirements. These requirements include, but are not limited to, the chemical and radionuclide analysis based on glass shard sampling, PCT data, and scaled uranium and plutonium isotopes content for each HLW canister. After completion, the WVNSCO QA department shall perform a thorough audit of the HLW production records, utilizing WVDP external participants, in order to ensure an acceptable final product. A corrective action plan for issues identified in the audit will be developed and completed in order to complete this progress indicator. WVNSCO shall complete the HLW production and updated storage records for all HLW canisters in accordance with applicable requirements. These records shall be completed by August 31, 2003.

B. A letter report will provide as attachments:

1. Record of work performed, which will identify the status of decontamination projects;
2. Radiological characterization of facilities, which will provide the status of the characterization activities;
3. Waste inventories;
4. Status of RHWF construction/readiness;
5. Status of facilities, systems, components, or equipment

6. Technical Boundary Conditions: N/A

7. Assumptions: The work associated with this activity shall be completed in accordance with ISMS and ES&H principles.

Definitions:

Earnings Schedule

Fee Available **\$300,000** Equivalent to 1.7 % of Fee Pool

Signatures:

Alice C. Williams, DOE Project Director

Signature:

Date:

James L. Little, President, WVNSCO

Signature:

Date:

Ralph E. Holland, Contracting Officer

Signature:

Date:

PERFORMANCE INCENTIVE

Section I - General Information

Performance Incentive Short Title: Sodium-Bearing Wastewater Processing **Incentive Number:** HLW-2 Rev/. **Number/Date** 1/ dated 11/26/02

Section II - Accounting Information

Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive: approximately \$ 2.3M	Maximum Available Fee Allocated to this Incentive: \$600,000
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Performance Baseline System (PBS)/Work Authorization (Directive)(WA (D)/Program Control Document No. PBS OH-WV-13	Work Breakdown Structure (WBS) Element No(s). WBS 1.0.6.5.0.0
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Section III - Incentive Information

Incentive Type: Baseline ☒ Stretch ☐ Super stretch ☐ Gateway ☒ Multi-year ☐

Degree of Difficulty: High ☒ Medium ☐ Low ☐

Duration: Annual ☒ Multi-year ☐

Fee Payment Type: Completion ☒ Progress ☐ Provisional ☐

Section IV - Performance Expectation and Measurement

Short Title: Sodium-Bearing Wastewater (SBW) Processing

1. Description: The existing 100,000 to 130,000 gallons of Sodium-Bearing Wastewater (SBW) will be removed from Tanks 8D-1 and 8D-2, processed through the STS and LWTS, and stored as a liquid in LWTS tanks and possibly Tank 8D-3 to await final disposition. It is expected that only 2 to 4 inches of liquid will remain in each tank (8D-1 and 8D-2) following the completion of this task.

2. Cost Constraint/Incentive: All work associated with this activity shall be completed within approved budget defined in applicable cost account planning report (CAPR).

3. Gateway: N/A

4. Completion: The SBW will be removed from Tanks 8D-1 and 8D-2, processed to remove cesium, concentrated, and placed in storage. The milestone will be considered complete when the SBW has been processed and is in storage in LWTS tanks and possibly Tank 8D-3. All work is estimated to be completed on or before April 30, 2003. This date is an estimate only and is not intended to constrain the contractor's ability to schedule activities in such a manner as to facilitate completion of the overall objectives of the contract. However, the estimated completion date may be used as an indication of the contractor's progress toward completion of the overall objectives of the contract. The contractor shall provide DOE reasonable advance notice of any significant deviations from the estimated completion date. Failure to provide such notice will be construed as indicative of the contractor's intent to comply with the estimated completion date.

5. Completion Documents List: A letter report which will include documentation of the successful processing of the SBW and the radiochemical and RCRA heavy metals content of this concentrate within the capabilities of the A&PC Lab.

6. Technical Boundary Conditions: Removal and processing of the excess SBW is essential to tank lay-up. This liquid has significant amounts of Tc-99 and chromium. The Waste Tank Farm is a significant dose contributor in the Performance Assessment necessitating additional removal of Tc-99. Chromium is a RCRA heavy metal that requires removal prior to Tank closure. The proposed treatment activities remove additional source term providing a greater margin of safety in attaining the objective of meeting the NRC LTR and RCRA facility closure.

7. Assumptions: The work associated with this activity shall be completed in accordance with ISMS and ES&H principles. It is assumed that readiness verification for this activity will be based on the existing work control procedures used in the preparation and approval of the appropriate work orders and work requests. The modification of the RCRA Part A permit is assumed to be available to allow WVDP to store this liquid in the LWTS tanks.

The work associated with this activity shall be completed in accordance with ISMS and ES&H principles.

Definitions: SBW is the excess liquid remaining following HLW processing that contains very little radioactive material; the liquid consists of primarily corrosion inhibitors.

Earnings Schedule		
Fee Available	\$600,000	Equivalent to 3.4 % of Fee Pool
Signatures:		
Alice C. Williams, DOE Project Director	Signature:	Date:
James L. Little, President, WVNSCO	Signature:	Date:
Ralph E. Holland, Contracting Officer	Signature:	Date:

PERFORMANCE INCENTIVE

Section I - General Information

Performance Incentive Title: Complete Tank Lay-Up
dated 11/26/02

Incentive Number: HLW-1 **Rev Number/Date:** 1/

Section II - Accounting Information

Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Approximately \$ 9.9M

Maximum Available Fee Allocated to this Incentive:
\$1,000,000

Performance Baseline System (PBS)/Work Authorization (Directive) (WA (D)/Program Control Document No. PBS OH-WV-40

Work Breakdown Structure (WBS) Element No(s). WBS 1.0.7.5.0.0

Section III - Incentive Information

Incentive Type: Baseline ☒ Stretch ☐ Super stretch ☐ Gateway ☐ Multi-year ☐

Degree of Difficulty: High ☐ Medium ☒ Low ☐

Duration: Annual ☒ Multi-year ☐

Fee Payment Type: Completion ☒ Progress ☐ Provisional ☐

Section IV - Performance Expectation and Measurement

Short Title: Complete Tank Lay-Up

- 1. Description:** Complete safe lay-up of High-Level Waste Tanks 8D-1 and 8D-2.
- 2. Cost Constraint/Incentive:** All work associated with this activity shall be completed within approved budget defined in applicable cost account planning report (CAPR).
- 3. Gateway:** Complete processing the Sodium-Bearing Wastewater (SBW): incentive HLW-2.
- 4. Completion:** Completing Tank Lay-Up is defined as placing Tanks 8D-1 and 8D-2 in a safe mode where the active continuing tank operation is ventilation. Tasks which must be completed to achieve this interim closure mode include:
 - (i) Deactivation of the Supernatant Treatment System which has its major components within Tank 8D-1.
 - (ii) Installing cut off jumpers between Tank 7D-2 and LWTS to prevent further waste additions to Tanks 8D-1 and 8D-2.
 - (iii) Isolating remaining pathways for wastes to enter Tanks 8D-1 and 8D-2.
 - (iv) Managing of groundwater inflow into 8D-2 vault (excludes final report)

All work is estimated to be completed on or before October 31, 2003. This date is an estimate only and is not intended to constrain the contractor's ability to schedule activities in such a manner as to facilitate completion of the overall objectives of the contract. However, the estimated completion date may be used as an indication of the contractor's progress toward completion of the overall objectives of the contract. The contractor shall provide DOE reasonable advance notice of any significant deviations from the estimated completion date. Failure to provide such notice will be construed as indicative of the contractor's intent to comply with the estimated completion date.

5. Completion Documents List: A letter report which will provide documentation that the activities have been completed.

6. Technical Boundary Conditions: Tank lay-up is essential to meet the hazardous waste RCRA interim status closure criteria, as well as to place the tanks in a safe, minimum-maintenance configuration until such time that final closure can proceed.

7. Assumptions: The work associated with this activity shall be completed in accordance with ISMS and ES&H principles. While the active continuing tank operation is ventilation, other Tank Farm operations that will still be required include: sampling and pumping the dewatering well to limit external pressure on the concrete vaults; pumping liquids from the pans and vaults, if necessary; and nitrogen inerting the vaults.

Definitions: Deactivation of the STS includes the engineering evaluation of how the system should be safely left following processing

of the last sodium-bearing wastewater and the implementation of those activities necessary to facilitate minimal surveillance and monitoring.

Earnings Schedule:

Fee Available: \$1,000,000 Equal to 5.7 % of Fee Pool

Signatures:

Alice C. Williams, DOE Project Director

Signature:

Date:

James L. Little, President, WVNSCO

Signature:

Date:

Ralph E. Holland, Contracting Officer

Signature:

Date:

PERFORMANCE INCENTIVE

Section I - General Information

Performance Incentive Title: Manage Flow of Groundwater Into 8D-2 Vault **Incentive Number:** HLW-1A **Rev Number/Date:** 1/ dated 11/26/02

Section II - Accounting Information

Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive: N/A Interim Milestone

Maximum Available Fee Allocated to this Incentive: \$ 100,000

Performance Baseline System (PBS)/Work Authorization (Directive) (WA (D)/Program Control Document No. PBS OH-WV-40

Work Breakdown Structure (WBS) Element No(s). WBS 1.0.7.5.0.0

Section III - Incentive Information

Incentive Type: Baseline ☒ Stretch ☐ Super stretch ☐ Gateway ☐ Multi-year ☐

Degree of Difficulty: High ☒ Medium ☐ Low ☐

Duration: Annual ☒ Multi-year ☐

Fee Payment Type: Completion ☐ Progress ☒ 70% Provisional ☐ 30%

Section IV - Performance Expectation and Measurement

Short Title: Manage Flow of Groundwater Into 8D-2 Vault

1. Description: Evaluate alternatives and implement the appropriate actions to further minimize ground and surface water from entering the 8D-2 vault and pan containment to accomplish passive drying of tank exterior surfaces. These actions are envisioned to be additional injection grouting into the overburden above the 8D-2 vault although other alternate actions could be implemented; i.e., reduce external hydrostatic pressure on vault, regrade above 8D-2 vault, etc.

2. Cost Constraint/Incentive: All work associated with this activity shall be completed within approved budget defined in applicable cost account planning report (CAPR).

3. Gateway:

4. Completion: Field activities are planned for completion by the end of October 2003. A report on the effectiveness of minimizing water infiltration will be issued by July 31, 2004.

All work is estimated to be completed on or before July 31, 2004. This date is an estimate only and is not intended to constrain the contractor's ability to schedule activities in such a manner as to facilitate completion of the overall objectives of the contract. However, the estimated completion date may be used as an indication of the contractor's progress toward completion of the overall objectives of the contract. The contractor shall provide DOE reasonable advance notice of any significant deviations from the estimated completion date. Failure to provide such notice will be construed as indicative of the contractor's intent to comply with the estimated completion date.

5. Completion Documents List: A letter report will provide documentation that the activities have been completed. A follow-up report will be issued nine months after completion of the actions to limit water infiltration. The report will provide trending of 8D-2 pan and vault levels to demonstrate the effectiveness of the mitigating actions and will summarize the effectiveness.

6. Technical Boundary Conditions: Water currently infiltrates through the top and sides of the concrete vault and pools in the bottom of the vaults and containment pans. This water promotes external corrosion of the tank, which is much more aggressive than interior corrosion. Minimizing this water infiltration will reduce the probability of a future leak in the 37-year-old carbon-steel tank. This additional protection is important to protect the environment since the EIS and ROD for tank closure are not issued. Limiting the current water infiltration will also reduce tank maintenance costs by minimizing or eliminating the need to sample, pump, and treat pan liquid as is currently done.

7. Assumptions: All work associated with this performance based incentive shall be completed with accordance with to ISM and ES&H principles.

Earnings Schedule:		
Fee Available: \$100,000 Equal to 0.6 % of Fee Pool		
Signatures:		
Alice C. Williams, DOE Project Director	Signature:	Date:
James L. Little, President, WVNSCO	Signature:	Date:
Ralph E. Holland, Contracting Officer	Signature:	Date:

PERFORMANCE INCENTIVE

Section I - General Information

Performance Incentive Short Title: Decontamination of PMC **Incentive Number:** FC-1 **Rev Number/Date:** Rev 2 dated 01/14/04

Section II - Accounting Information

Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Approximately \$23.4M

Maximum Available Fee Allocated to this Incentive:
\$2,170,000

Performance Baseline System (PBS)/Work Authorization (Directive) (WA (D)/Program Control Document No. PBS OH-WV-40

Work Breakdown Structure (WBS) Element No(s). WBS 1.0.5.1.1.0

Section III - Incentive Information

Incentive Type: Baseline ☒ Stretch ☐ Super stretch ☐ Gateway ☐ Multi-year ☐

Degree of Difficulty: High ☒ Medium ☐ Low ☐

Duration: Annual ☐ Multi-year ☒

Fee Payment Type: Completion ☒ Progress ☐ Provisional ☐

Section IV - Performance Expectation and Measurement

Short Title: Decontamination of PMC

1. Description: Remove contaminated debris and equipment in the Process Mechanical Cell and vacuum/wipe down the walls, floor, and remaining equipment using the Bridge Mounted Manipulator System and appropriate tooling. Fixative will be applied to the walls and floors. LLW will be packaged in accordance with site procedures. WIPP will be the assumed disposal site for Transuranic waste. Since WVDP is not yet authorized to ship waste to WIPP, the final waste disposal location and waste acceptance criteria (WAC) are not known at this time. The proposed approach is therefore to comply with the current WIPP WAC that apply to the debris itself (e.g. radioisotopic content), but not those associated with the final waste packages as defined in the WIPP WAC. For CH-TRU waste DOE/WIPP-069, revision 7 will be used and for RH-TRU waste, DOE/WIPP Draft 5-3123 revision 0 will be used. There may be cases where packaging of the waste (e.g. large components, tanks, etc) to meet the above criteria would increase the risks to personnel. In these cases, the waste will be removed and stored.

2. Cost Constraint/Incentive: All work associated with this activity shall be completed within the approved budget defined in the applicable cost account planning report (CAPR).

3. Gateway: N/A

4. Completion: The milestone is considered complete and eligible for 100% of the fee when the contaminated debris and excess equipment have been removed and the cell meets the end state as described in WVNSCO letter WD:2004:0074, Projected Facility and Waste End States for the General Purpose Cell (GPC), Process Mechanical Cell (PMC) and Extraction Cell #2 (XC-2). The areas of the floor and walls accessible by the Bridge Manipulator and appropriate tooling will be vacuumed/wiped down and fixative applied to the walls and floor.

Following completion of debris removal, equipment removal and surface cleaning, WVNSCO will submit a report to DOE-OH/WVDP, which documents that decontamination activities are complete.

All work is estimated to be completed on or before November 30, 2004. This date is an estimate only and is not intended to constrain the contractor's ability to schedule activities in such a manner as to facilitate completion of the overall objectives of the contract. However, the estimated completion date may be used as an indication of the contractor's progress toward completion of the overall objectives of the contract. The contractor shall provide DOE reasonable advance notice of any significant deviations from the estimated completion date. Failure to provide such notice will be construed as indicative of the contractor's intent to comply with the estimated completion date.

5. Completion Documents List: A report will be provided to DOE-OH/WVDP describing the project activities completed and will include information regarding issues encountered/resolved, contamination levels, surveys, waste generated, and results of visual inspection.

6. Technical Boundary Conditions: The primary focus of this milestone is the deactivation and decontamination of the Process Mechanical Cell in order to achieve significant reductions in radiological hazards, risks and mortgage costs associated with this facility.


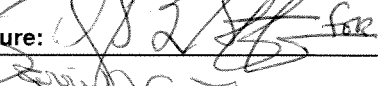
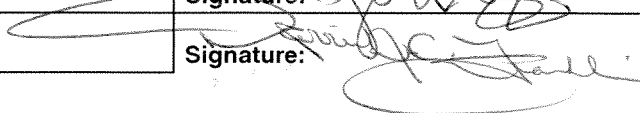
7. Assumptions: The work associated with this activity shall be completed in accordance with ISMS and ES&H principles. It is assumed that readiness verification for this activity will be based on the existing work control procedures used in the preparation and approval of the appropriate work orders and work requests.

Definitions: *Contaminated Debris* is defined as loose material such as saw and fuel fines, leached hulls, miscellaneous fuel bearing objects, fuel assembly hardware, laboratory wastes and general equipment used for remote handling operations, including tools, and other metal, plastic and wood scrap. *Excess Equipment* is defined as the Maintenance Table, Fuel Tilt Fixtures, pedestals, saw sump pump and lines, incell portion of the shear and miscellaneous piping, conduit and hangers on the wall accessible using the Bridge Mounted Manipulator System.

Earnings Schedule: 100% of fee will be earned (net 30) upon completion of the work as described in paragraph 4.

Fee Available \$2,170,000

Approvals:

T.J. Jackson, Acting DOE Project Director	Signature: 	Date: 2/19/04
R.A. Mellor, President, WVNSCO	Signature:  for	Date: 2/19/04
D.J.C. Franklin, Contracting Officer	Signature: 	Date: 2/25/04

PERFORMANCE INCENTIVE

Section I - General Information

Performance Incentive Short Title: Complete Initial PMC Debris Removal **Incentive Number:** FC-1A **Rev Number/Date:** Rev 2 dated 01/14/04

Section II - Accounting Information

Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive: N/A Interim Milestone	Maximum Available Fee Allocated to this Incentive: \$ 250,000
Performance Baseline System (PBS)/Work Authorization (Directive) (WA (D)/Program Control Document No. PBS OH-WV-40	Work Breakdown Structure (WBS) Element No(s). WBS 1.0.5.1.1.0

Section III - Incentive Information

Incentive Type: Baseline ☒ Stretch ☐ Super stretch ☐ Gateway ☐ Multi-year ☐

Degree of Difficulty: High ☒ Medium ☐ Low ☐

Duration: Annual ☐ Multi-year ☒

Fee Payment Type: Completion ☒ Progress ☐ Provisional ☐

Section IV - Performance Expectation and Measurement

Short Title: Complete Initial PMC Debris Removal

1. Description: Remove contaminated debris in the Process Mechanical Cell and perform an initial radiological survey of the cell. LLW will be packaged in accordance with site procedures. WIPP will be the assumed disposal site for Transuranic waste. Since WVDP is not yet authorized to ship waste to WIPP, the final waste disposal location and waste acceptance criteria (WAC) are not known at this time. The proposed approach is therefore to comply with the current WIPP WAC that apply to the debris itself (e.g. radioisotopic content), but not those associated with the final waste packages as defined in the WIPP WAC. For CH-TRU waste DOE/WIPP-069, revision 7 will be used and for RH-TRU waste, DOE/WIPP Draft 5-3123 revision 0 will be used. There may be cases where packaging of the waste (e.g. large components, tanks, etc) to meet the above criteria would increase the risks to personnel. In these cases, the waste will be removed and stored.

2. Cost Constraint/Incentive: All work associated with this activity shall be completed within the approved budget defined in the applicable cost account planning report (CAPR).

3. Gateway: N/A

4. Completion: The milestone is considered complete when the contaminated debris accessible without removal of excess equipment has been removed and the initial radiological survey of the cell has been completed.

All work is estimated to be completed on or before October 31, 2003. This date is an estimate only and is not intended to constrain the contractor's ability to schedule activities in such a manner as to facilitate completion of the overall objectives of the contract. However, the estimated completion date may be used as an indication of the contractor's progress toward completion of the overall objectives of the contract. The contractor shall provide DOE reasonable advance notice of any significant deviations from the estimated completion date. Failure to provide such notice will be construed as indicative of the contractor's intent to comply with the estimated completion date.

5. Completion Documents List: A report will be provided to DOE-OH/WVDP describing the project activities completed and will include information regarding issues encountered/resolved, contamination levels, surveys, waste generated, and costs.

6. Technical Boundary Conditions: The primary focus of this milestone is the deactivation and decontamination of the Process Mechanical Cell in order to achieve significant reductions in radiological hazards, risks and mortgage costs associated with this facility.

7. Assumptions: The work associated with this activity shall be completed in accordance with ISMS and ES&H principles. It is assumed




that readiness verification for this activity will be based on the existing work control procedures used in the preparation and approval of the appropriate work orders and work requests.

Definitions: *Contaminated Debris* is defined as loose material such as saw and fuel fines, leached hulls, miscellaneous fuel bearing objects, fuel assembly hardware, laboratory wastes and general equipment used for remote handling operations, including tools, and other metal, plastic and wood scrap. *Excess Equipment* is defined as (a) equipment not fastened to cell structure, and (b), equipment or objects which may have been removed from fixed structures to enable removal of the contaminated debris.

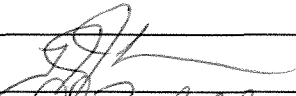
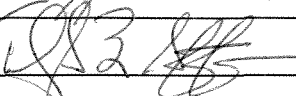

Earnings Schedule

Fee Available \$250,000 Equivalent to 1.4 % of Fee Pool

Approvals:

T.J. Jackson, Acting DOE Project Director	Signature: 	Date: 2/19/04
R.A. Mellor, President, WVNSCO	Signature: 	Date: 2/19/04
D.J.C. Franklin, Contracting Officer	Signature: 	Date: 2/25/04

PERFORMANCE INCENTIVE	
Section I - General Information	
Performance Incentive Short Title: Complete Removal of PMC Maintenance Table Incentive Number: FC-1B Rev/Number/Date: Rev 2 dated 02/05/04	
Section II - Accounting Information	
Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive:	Maximum Available Fee Allocated to this Incentive: \$100,000
Performance Baseline System (PBS)/Work Authorization (Directive)(WA(D)/Program Control Document No. PBS OH-WV-40	Work Breakdown Structure (WBS) Element No(s).
Section III - Incentive Information	
Incentive Type: Baseline <input checked="" type="checkbox"/> Stretch <input type="checkbox"/> Super stretch <input type="checkbox"/> Gateway <input type="checkbox"/> Multi-year <input type="checkbox"/>	
Degree of Difficulty: High <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>	
Duration: Annual <input type="checkbox"/> Multi-year <input checked="" type="checkbox"/>	
Fee Payment Type: Completion <input checked="" type="checkbox"/> Progress <input checked="" type="checkbox"/> Provisional <input type="checkbox"/>	
Section IV - Performance Expectation and Measurement	
Short Title: Complete Removal of the Maintenance Table in the Process Mechanical Cell (PMC)	
1. Description: Complete the removal, packaging and placement in storage of the PMC Maintenance Table	
2. Cost Constraint/Incentive: All work associated with this performance based incentive shall be completed within the approved budget defined in applicable cost account planning report (CAPR)	
3. Gateway: N/A	
4. Completion: The milestone is considered complete when the Maintenance Table in PMC has been removed, packaged and placed in storage. All work is estimated to be completed on or before May 31, 2004. This date is an estimate only and is not intended to constrain the contractor's ability to schedule activities in such a manner as to facilitate completion of the overall objective of the contract. However, the estimated completion date may be used as an indication of the contractor's progress towards completion of the overall objectives of the contract. The contractor shall provide DOE reasonable advanced notice of any significant deviations from the estimated completion date. Failure to provide such notice will be construed as indicative of the contractor's intent to comply with the estimated completion date.	
5. Completion Documents List: A letter will be issued documenting the completion of the milestone.	
6. Technical Boundary Conditions: : The primary focus of this milestone is the deactivation and decontamination of the Process Mechanical Cell in order to achieve significant reductions in radiological hazards, risks and mortgage costs associated with this facility. There are several large pieces of equipment to be removed from the PMC. The Maintenance Table will be the first of these pieces to be removed and will be used to confirm the Process Mechanical Cell (PMC) to the General Purpose Cell (GPC) to Chemical Process Cell (CPC) to Equipment Decontamination Room (EDR) material flowpath. Prior to the removal of the Maintenance Table, several infrastructure modifications are required. The vent stack base currently located in the GPC/CPC hatch must be unbolted and removed and the HiVac Table located in the GPC directly below the GPC/CPC hatch must be removed. Following the removal of the HiVac Table, the two sockets in the GPC that currently support the HiVac Table must be removed. In addition, the contamination control and packaging techniques for the removal of the Maintenance Table must be finalized.	
7. Assumptions: The work associated with this activity shall be completed with strict adherence to ISMS and ES&H principles. It is assumed that readiness verification for this activity will be based on the existing work control procedures used in the preparation and approval of the appropriate work orders and work requests.	
Definitions : None	
Earnings Schedule 100% of fee will be earned (net 30) upon completion of work described in paragraph 4.	
1. Fee Available \$100,000	

Approvals:		
T.J. Jackson, Acting DOE Project Director	Signature: 	Date: 2/19/04
R.A. Mellor, President, WVNSCO	Signature: 	Date: 2/19/04
D.J.C. Franklin, Contracting Officer	Signature: 	Date: 2/25/04

PERFORMANCE INCENTIVE

Section I - General Information

Performance Incentive Short Title: Decontamination of GPC
dated 01/14/04

Incentive Number: FC-2 **Rev Number/Date:** Rev 2

Section II - Accounting Information

Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive: approximately \$ 25.3M

Maximum Available Fee Allocated to this Incentive: \$2,170,000

Performance Baseline System (PBS)/Work Authorization (Directive) (WA (D)/Program Control Document No. PBS OH-WV-40

Work Breakdown Structure (WBS) Element No(s). WBS 1.0.5.1.1.0

Section III - Incentive Information

Incentive Type: Baseline ☒ Stretch ☐ Super stretch ☐ Gateway ☐ Multi-year ☐

Degree of Difficulty: High ☒ Medium ☐ Low ☐

Duration: Annual ☐ Multi-year ☒

Fee Payment Type: Completion ☒ Progress ☐ Provisional ☐

Section IV - Performance Expectation and Measurement

Short Title: Decontamination of GPC

1. Description: Remove contaminated debris and excess equipment in the General Purpose Cell and vacuum/wipe down the walls and floor of the cell, as well as remaining equipment, accessible with the Bridge Mounted Manipulator System with appropriate tooling. Fixative will be applied to the walls and floor. LLW will be packaged in accordance with site procedures. WIPP will be the assumed disposal site for Transuranic waste. Since WVDP is not yet authorized to ship waste to WIPP, the final waste disposal location and waste acceptance criteria (WAC) are not known at this time. The proposed approach is therefore to comply with the current WIPP WAC that apply to the debris itself (e.g. radioisotopic content), but not those associated with the final waste packages as defined in the WIPP WAC. For CH-TRU waste DOE/WIPP-069, revision 7 will be used and for RH-TRU waste, DOE/WIPP Draft 5-3123 revision 0 will be used. There may be cases where packaging of the waste (e.g. large components, tanks, etc) to meet the above criteria would increase the risks to personnel. In these cases, the waste will be removed and stored.

2. Cost Constraint/Incentive: All work associated with this activity shall be completed within the approved budget defined in the applicable cost account planning report (CAPR).

3. Gateway: N/A

4. Completion: The milestone is considered complete and eligible for 100% of the fee when the contaminated debris and excess equipment have been removed and the cell meets the end state as described in WVNSCO letter WD:2004:0074, Projected Facility and Waste End States for the General Purpose Cell (GPC), Process Mechanical Cell (PMC) and Extraction Cell #2 (XC-2). The areas of the floor and walls accessible by the Bridge Manipulator and appropriate tooling will be vacuumed/wiped down and a fixative applied to the walls and floors.

Following completion of debris removal, equipment removal and surface cleaning, WVNSCO will submit a report to DOE OH/WVDP, which documents that decontamination activities are complete.

All work is estimated to be completed on or before November 30, 2004. This date is an estimate only and is not intended to constrain the contractor's ability to schedule activities in such a manner as to facilitate completion of the overall objectives of the contract. However, the estimated completion date may be used as an indication of the contractor's progress toward completion of the overall objectives of the contract. The contractor shall provide DOE reasonable advance notice of any significant deviations from the estimated completion date. Failure to provide such notice will be construed as indicative of the contractor's intent to comply with the estimated completion date.

5. Completion Documents List: A report will be provided to OH/WVDP describing the project activities completed and will include information regarding issues encountered/resolved, contamination levels, surveys, waste generated, and results of visual inspection, etc.

6. Technical Boundary Conditions: The primary focus of this milestone is the deactivation and decontamination of the General Purpose Cell in order to achieve significant reductions in radiological hazards, risks and mortgage costs associated with this facility.

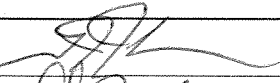


7. Assumptions: The work associated with this activity shall be completed in accordance with ISMS and ES&H principles. It is assumed that readiness verification for this activity will be based on the existing work control procedures used in the preparation and approval of the appropriate work orders and work requests.

Definitions: *Contaminated Debris* is defined as loose material such as saw and fuel fines, leached hulls, miscellaneous fuel bearing objects, fuel assembly hardware, and general equipment used for remote handling operations, including tools, and other metal, plastic and wood scrap. *Excess Equipment* is defined as the leached hull dump station, chopped fuel loading station, sump jet and piping, fuel basket storage sockets, fuel transfer station sockets, cell cooling unit, criticality guards, chopped fuel storage cooling rack and miscellaneous piping, conduit, and hangers on the walls accessible using the Bridge Mounted Manipulator System.

Earnings Schedule: 100% of fee will be earned (net 30) upon completion of work as described in paragraph 4.

Fee Available \$2,170,000

Approvals:

T.J. Jackson, Acting DOE Project Director	Signature: 	Date: 2/19/04
R.A. Mellor, President, WVNSCO	Signature: 	Date: 2/19/04
D.J.C. Franklin, Contracting Officer	Signature: 	Date: 2/25/04

PERFORMANCE INCENTIVE

Section I - General Information

Performance Incentive Short Title: Re-establish GPC/CPC Material Flow Path **Incentive Number:** FC-2A **Rev Number/Date:** Rev 2 dated 01/14/04

Section II - Accounting Information

Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive: N/A Interim Milestone

Maximum Available Fee Allocated to this Incentive: \$ 100,000

Performance Baseline System (PBS)/Work Authorization (Directive) (WA (D)/Program Control Document No. PBS OH-WV-40

Work Breakdown Structure (WBS) Element No(s). WBS 1.0.5.1.1.0

Section III - Incentive Information

Incentive Type: Baseline ☒ Stretch ☒ Super stretch ☐ Gateway ☐ Multi-year ☐

Degree of Difficulty: High ☒ Medium ☐ Low ☐

Duration: Annual ☐ Multi-year ☒

Fee Payment Type: Completion ☒ Progress ☐ Provisional ☐

Section IV - Performance Expectation and Measurement

Short Title: Re-establish GPC/CPC Material Flow Path

1. Description: Reestablish the GPC/CPC material flow path and complete the transfer of the first drum from the GPC to the CPC. To reestablish the material flow path the GPC/CPC stack must be modified.

2. Cost Constraint/Incentive: All work associated with this activity shall be completed within the approved budget defined in the applicable cost account planning report (CAPR).

3. Gateway: N/A

4. Completion: This milestone is considered complete when the CPC/GPC stack has been modified and the first drum has been transferred from the GPC to the CPC.

All work is estimated to be completed on or before February 28, 2003. This date is an estimate only and is not intended to constrain the contractor's ability to schedule activities in such a manner as to facilitate completion of the overall objectives of the contract. However, the estimated completion date may be used as an indication of the contractor's progress toward completion of the overall objectives of the contract. The contractor shall provide DOE reasonable advance notice of any significant deviations from the estimated completion date. Failure to provide such notice will be construed as indicative of the contractor's intent to comply with the estimated completion date.

5. Completion Documents List: A report will be provided to DOE-OH\WVDP describing the project activities completed and will include information such as issues encountered/resolved, and updated drawings.

6. Technical Boundary Conditions: The primary focus of this milestone is to reestablish the material flow path between the GPC and the CPC. The current base for the vent stack protrudes down into the GPC such that it interferes with the Bridge Mounted Manipulator System. The base must be replaced so the BMMS can position drums under the hatchway, allowing the CPC crane to be used to move the drums from the GPC to the CPC.

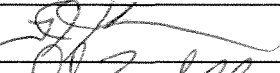
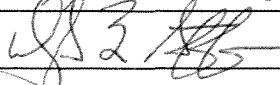

7. Assumptions: It is assumed that readiness verification for this activity will be based on the existing work control procedures used in the preparation and approval of the appropriate work orders and work requests. The work associated with this activity shall be completed in accordance with ISMS and ES&H principles.

Definitions : None

Earnings Schedule

Fee Available \$100,000 Equivalent to 0.6 % of Total Fee Pool

Approvals:

T.J. Jackson, Acting DOE Project Director	Signature: 	Date: 2/19/04
R.A. Mellor, President, WVNSCO	Signature: 	Date: 2/19/04
D.J.C. Franklin, Contracting Officer	Signature: 	Date: 2/25/04

PERFORMANCE INCENTIVE

Section I - General Information

Performance Incentive Short Title: Complete Initial GPC Debris Removal **Incentive Number:** FC-2B **Rev Number/Date:** Rev 2 dated 01/14/04

Section II - Accounting Information

Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive: N/A Interim Milestone

Maximum Available Fee Allocated to this Incentive: \$ 250,000

Performance Baseline System (PBS)/Work Authorization (Directive) (WA (D)/Program Control Document No. PBS OH-WV-40

Work Breakdown Structure (WBS) Element No(s). WBS 1.0.5.1.1.0

Section III - Incentive Information

Incentive Type: Baseline ☒ Stretch ☐ Super stretch ☐ Gateway ☐ Multi-year ☐

Degree of Difficulty: High ☒ Medium ☐ Low ☐

Duration: Annual ☐ Multi-year ☒

Fee Payment Type: Completion ☒ Progress ☐ Provisional ☐

Section IV - Performance Expectation and Measurement

Short Title: Complete Initial GPC Debris Removal

1. Description: Remove contaminated debris in the General Purpose Cell and perform an initial radiological survey of the cell. LLW will be packaged in accordance with site procedures. WIPP will be the assumed disposal site for Transuranic waste. Since WVDP is not yet authorized to ship waste to WIPP, the final waste disposal location and waste acceptance criteria (WAC) are not known at this time. The proposed approach is therefore to comply with the current WIPP WAC that apply to the debris itself (e.g. radioisotopic content), but not those associated with the final waste packages as defined in the WIPP WAC. For CH-TRU waste DOE/WIPP-069, revision 7 will be used and for RH-TRU waste, DOE/WIPP Draft 5-3123 revision 0 will be used. There may be cases where packaging of the waste (e.g. large components, tanks, etc) to meet the above criteria would increase the risks to personnel. In these cases, the waste will be removed and stored.

2. Cost Constraint/Incentive: All work associated with this activity shall be completed within the approved budget defined in the applicable cost account planning report (CAPR).

3. Gateway: N/A

4. Completion: The milestone is considered complete when the contaminated debris accessible without removal of excess equipment has been removed and the initial radiological survey of the cell has been completed.

All work is estimated to be completed on or before October 31, 2003. This date is an estimate only and is not intended to constrain the contractor's ability to schedule activities in such a manner as to facilitate completion of the overall objectives of the contract. However, the estimated completion date may be used as an indication of the contractor's progress toward completion of the overall objectives of the contract. The contractor shall provide DOE reasonable advance notice of any significant deviations from the estimated completion date. Failure to provide such notice will be construed as indicative of the contractor's intent to comply with the estimated completion date.

5. Completion Documents List: A report will be provided to DOE-OH/WVDP describing the project activities completed and will include information regarding issues encountered/resolved, contamination levels, surveys, and waste generated.

6. Technical Boundary Conditions: The primary focus of this milestone is the deactivation and decontamination of the General Purpose Cell in order to achieve significant reductions in radiological hazards, risks and mortgage costs associated with this facility.

7. Assumptions: The work associated with this activity shall be completed in accordance with ISMS and ES&H principles. It is assumed that readiness verification for this activity will be based on the existing work control procedures used in the preparation and approval of


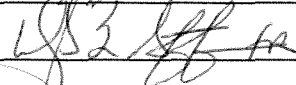

the appropriate work orders and work requests.

Definitions: *Contaminated Debris* is defined as loose material such as saw and fuel fines, leached hulls, miscellaneous fuel bearing objects, fuel assembly hardware, and general equipment used for remote handling operations, including tools, and other metal, plastic and wood scrap. *Excess Equipment* is defined as (a) equipment not fastened to cell structure, and (b), equipment or objects which may have been removed from fixed structures to enable removal of the contaminated debris.

Earnings Schedule

Fee Available: \$250,000 Equivalent to % of Fee Pool

Approvals:

T.J. Jackson, Acting DOE Project Director	Signature: 	Date: 2/19/04
R.A. Mellor, President, WVNSCO	Signature: 	Date: 2/19/04
D.J.C. Franklin, Contracting Officer	Signature: 	Date: 2/25/04

Signatures:		
Alice C. Williams, DOE Project Director	Signature:	Date:
James L. Little, President, WVNSCO	Signature:	Date:
Ralph E. Holland, Contracting Officer	Signature:	Date:

PERFORMANCE INCENTIVE

Section I - General Information

Performance Incentive Short Title: Demonstrate Compliance with NRC License Termination Rule Peak Dose Criteria **Incentive Number:** LTR-1 **Rev Number/Date:** 2/01/14/04

Section II - Accounting Information

Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive: approximately \$ 49M

Maximum Available Fee Allocated to this Incentive:

\$ 1,736,000

Performance Baseline System (PBS)/Work Authorization (Directive) (WA (D)/Program Control Document No. PBS OH-WV-40

Work Breakdown Structure (WBS) Element No(s). WBS 1.0.5.3.1.0
WBS 1.0.7.4.0.0

Section III - Incentive Information

Incentive Type: Baseline ☒ Stretch ☐ Super stretch ☐ Gateway ☐ Multi-year ☐

Degree of Difficulty: High ☒ Medium ☐ Low ☐

Duration: Annual ☐ Multi-year ☒

Fee Payment Type: Completion ☒ Progress ☐ Provisional ☐

Section IV - Performance Expectation and Measurement

Short Title: Demonstrate Compliance with NRC License Termination Rule Peak Dose Criteria

1. Description: The contractor shall demonstrate to the satisfaction of DOE-OH/WVDP that the performance assessment criteria of 500 mr for on-site intruders and 25 mr for off-site receptors from the NRC's License Termination Rule can be met for the North Plateau Project Facilities

2. Cost Constraint/Incentive: All work associated with this activity shall be completed within approved budget defined in applicable cost account planning report (CAPR)

3. Gateway: N/A

4. Completion: This milestone is considered complete as of January 31, 2004, based on mutual agreement between WVNSCO and DOE. The original fee allocated has been adjusted to reflect work completed. Work complete and final fee was calculated as follows: Establish a percentage of earned value of BCWP/BAC for the period of actual performance from October 1, 2002 through January 31, 2004. The percentage of fee earned for this milestone will not exceed the equivalent of \$1,736,000. Final fee equals \$1,736,000

5. Completion Documents List: WVNSCO will provide DOE a report documenting the LTR activities summary and earned value analysis.

6. Technical Boundary Conditions: NRC 10 CFR Part 20 1403

7. Assumptions: The work associated with this activity shall be completed in accordance with ISMS and ES&H principles.

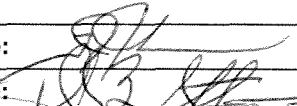
Definitions: None

Earnings Schedule 100% fee (net 30) is earned upon acceptance of the completion documentation.

Fee Available \$1,736,000

Approvals:

T.J. Jackson, Acting DOE Project Director

Signature: 

Date: 2/19/04

R.A. Mellor, President, WVNSCO

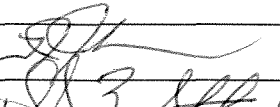
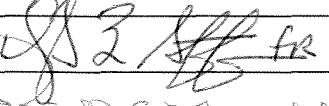
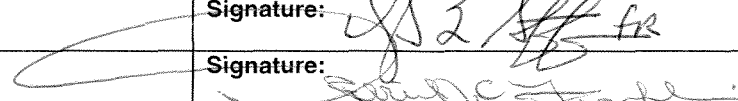
Signature: 

Date: 2/19/04

D.J.C. Franklin, Contracting Officer

Signature: 

Date: 2/25/04

PERFORMANCE INCENTIVE		
Section I - General Information		
Performance Incentive Short Title: Complete Removal of GPC HiVac Table and Transfer Sockets Incentive Number: FC-2C Rev Number/Date: Rev. 2 dated 02/05/04		
Section II - Accounting Information		
Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive:	Maximum Available Fee Allocated to this Incentive: \$200,000	
Performance Baseline System (PBS)/Work Authorization (Directive)(WA(D)/Program Control Document No. PBS OH-WV-40	Work Breakdown Structure (WBS) Element No(s).	
Section III - Incentive Information		
Incentive Type: Baseline <input checked="" type="checkbox"/> Stretch <input type="checkbox"/> Super stretch <input type="checkbox"/> Gateway <input type="checkbox"/> Multi-year <input type="checkbox"/>		
Degree of Difficulty: High <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>		
Duration: Annual <input type="checkbox"/> Multi-year <input checked="" type="checkbox"/>		
Fee Payment Type: Completion <input checked="" type="checkbox"/> Progress <input checked="" type="checkbox"/> Provisional <input type="checkbox"/>		
Section IV - Performance Expectation and Measurement		
Short Title: Complete removal of HiVac Table and fuel transfer sockets in the General Purpose Cell (GPC)		
1. Description: Complete the removal, packaging and placement in storage of the HiVac Table and fuel transfer sockets 2V-37 and 2V-52. Removal of the HiVac table and fuel transfer sockets clears the area under the CPC hatch and allows for the large PMC and GPC components to be moved from the GPC to the CPC to be packaged, removed and stored.		
2. Cost Constraint/Incentive: All work associated with this performance based incentive shall be completed within the approved budget defined in applicable cost account planning report (CAPR)		
3. Gateway: N/A		
4. Completion: The milestone is considered complete when the HiVac Table and fuel transfer sockets (2) in the GPC have been removed, packaged and placed in storage. All work is estimated to be completed on or before April 30, 2004. This date is an estimate only and is not intended to constrain the contractor's ability to schedule activities in such a manner as to facilitate completion of the overall objective of the contract. However, the estimated completion date may be used as an indication of the contractor's progress towards completion of the overall objectives of the contract. The contractor shall provide DOE reasonable advanced notice of any significant deviations from the estimated completion date. Failure to provide such notice will be construed as indicative of the contractor's intent to comply with the estimated completion date.		
5. Completion Documents List: A letter will be issued documenting the completion of the milestone.		
6. Technical Boundary Conditions : The primary focus of this milestone is the deactivation and decontamination of the General Purpose Cell in order to achieve significant reductions in radiological hazards, risks and mortgage costs associated with this facility .		
7. Assumptions: The work associated with this activity shall be completed with strict adherence to ISMS and ES&H principles. It is assumed that readiness verification for this activity will be based on the existing work control procedures used in the preparation and approval of the appropriate work orders and work requests.		
Definitions : None		
Earnings Schedule 100% of fee will be earned (net 30) upon completion of work as described in paragraph 4.		
1. Fee Available \$200,000		
Approvals:		
T.J. Jackson, Acting DOE Project Director	Signature: 	Date: 2/19/04
R.A. Mellor, President, WVNSCO	Signature: 	Date: 2/19/04
D.J.C. Franklin, Contracting Officer	Signature: 	Date: 2/25/04

PERFORMANCE INCENTIVE

Section I - General Information

Performance Incentive Short Title: Complete PPC South Decontamination **Incentive Number:** FC-3 **Rev Number/Date:** Rev 2, dated 01/14/04

Section II - Accounting Information

Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Approx. \$10M

Maximum Available Fee Allocated to this Incentive: \$1,400,000

Performance Baseline System (PBS)/Work Authorization (Directive) (WA (D)/Program Control Document No. PBS OH-WV-40

Work Breakdown Structure (WBS) Element No(s). TBD

Section III - Incentive Information

Incentive Type: Baseline ☒ Stretch ☐ Super stretch ☐ Gateway ☐ Multi-year ☐

Degree of Difficulty: High ☒ Medium ☐ Low ☐

Duration: Annual ☐ Multi-year ☒

Fee Payment Type: Completion ☒ Progress ☐ Provisional ☐

Section IV - Performance Expectation and Measurement

Short Title: Complete PPC South Decontamination

1. Description: Dismantle and package valves, vessels, pipes, and tanks located inside the PPC South. LLW will be packaged in accordance with site procedures. WIPP will be the assumed disposal site for Transuranic waste. Since WVDP is not yet authorized to ship waste to WIPP, the final waste disposal location and waste acceptance criteria (WAC) are not known at this time. The proposed approach is therefore to comply with the current WIPP WAC that apply to the debris itself (e.g. radioisotopic content), but not those associated with the final waste packages as defined in the WIPP WAC. For CH-TRU waste DOE/WIPP-069, revision 7 will be used and for RH-TRU waste, DOE/WIPP Draft 5-3123 revision 0 will be used. There may be cases where packaging of the waste (e.g. large components, tanks, etc) to meet the above criteria would increase the risks to personnel. In these cases, the waste will be removed and stored.

2. Cost Constraint/Incentive: All work associated with this activity shall be completed within the approved budget defined in the applicable cost account planning report (CAPR).

3. Gateway: N/A

4. Completion: Complete the decontamination, dismantlement and packaging of equipment from the Product Purification Cell (PPC) South. This milestone is considered to be complete and eligible for 80% of the fee when the contaminated debris and excess equipment have been removed and the areas of the walls and floor of the cell and remaining equipment. The final 20% of the fee will be paid when the composite analysis required under milestone LTR-1 demonstrates the decontamination of North Plateau facilities satisfies 10 CFR 20 1403.

Following completion of debris removal, equipment removal and surface cleaning, WVNSCO will submit a report to DOE OH/WVDP, which documents that decontamination activities are complete. The document will also provide justification for any structural equipment that may be left after decontamination is complete.

All work is estimated to be completed on or before September 30, 2003. This date is an estimate only and is not intended to constrain the contractor's ability to schedule activities in such a manner as to facilitate completion of the overall objectives of the contract. However, the estimated completion date may be used as an indication of the contractor's progress toward completion of the overall objectives of the contract. The contractor shall provide DOE reasonable advance notice of any significant deviations from the estimated completion date. Failure to provide such notice will be construed as indicative of the contractor's intent to comply with the estimated completion date.

5. Completion Documents List: A report will be provided to DOE-OH/WVDP describing the project activities completed and will include information regarding issues encountered/resolved, contamination levels, post-decontamination status survey, and amount of waste generated.

6. Technical Boundary Conditions: The primary focus of this milestone is the deactivation and decontamination of the south side of the Product Purification Cell in order to achieve significant reductions in radiological hazards, risks and mortgage costs associated with this facility.

7. Assumptions: The work associated with this activity shall be completed in accordance with ISMS and ES&H principles. It is assumed that readiness verification for this activity will be based on the existing work control procedures used in the preparation and approval of the appropriate work orders and work requests.

Definitions:

Earnings Schedule \$1,400,000

Signatures:

Alice C. Williams, DOE Project Director	Signature:	Date:
James L. Little, President, WVNSCO	Signature:	Date:
Ralph E. Holland, Contracting Officer	Signature:	Date:

PERFORMANCE INCENTIVE

Section I - General Information

Performance Incentive Short Title: Complete Removal of Excess Equipment from PPC South **Incentive No.:** FC-3A **Rev No. /Date:** 1/ dated 11/26/02

Section II - Accounting Information

Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive:

N/A Interim Milestone

Maximum Available Fee Allocated to this Incentive: \$250,000

Performance Baseline System (PBS)/Work Authorization (Directive) (WA (D)/Program Control Document No. PBS OH-WV-40

Work Breakdown Structure (WBS) Element No(s). TBD

Section III - Incentive Information

Incentive Type: Baseline ☒ Stretch ☐ Super stretch ☐ Gateway ☐ Multi-year ☐

Degree of Difficulty: High ☒ Medium ☐ Low ☐

Duration: Annual ☐ Multi-year ☒

Fee Payment Type: Completion ☐ Progress ☒ 70% Provisional ☐ 30%

Section IV - Performance Expectation and Measurement

Short Title: Complete Removal of Excess Equipment from PPC South

1. Description: Dismantle and package the valves, vessels, pipes, and tanks located inside the PPC South LLW will be packaged in accordance with site procedures. WIPP will be the assumed disposal site for Transuranic waste. Since WVDP is not yet authorized to ship waste to WIPP, the final waste disposal location and waste acceptance criteria (WAC) are not known at this time. The proposed approach is therefore to comply with the current WIPP WAC that apply to the debris itself (e.g. radioisotopic content), but not those associated with the final waste packages as defined in the WIPP WAC. For CH-TRU waste DOE/WIPP-069, revision 7 will be used and for RH-TRU waste, DOE/WIPP Draft 5-3123 revision 0 will be used. There may be cases where packaging of the waste (e.g. large components, tanks, etc) to meet the above criteria would increase the risks to personnel. In these cases, the waste will be removed and stored.

2. Cost Constraint/Incentive: All work associated with this performance based incentive shall be completed within the approved budget defined in applicable cost account planning report (CAPR).

3. Gateway: N/A

4. Completion: The milestone is considered complete when the valves, vessels, pipes, and tanks located inside the PPC South have been dismantled and removed.

All work is estimated to be completed on or before August 31, 2003. This date is an estimate only and is not intended to constrain the contractor's ability to schedule activities in such a manner as to facilitate completion of the overall objectives of the contract. However, the estimated completion date may be used as an indication of the contractor's progress toward completion of the overall objectives of the contract. The contractor shall provide DOE reasonable advance notice of any significant deviations from the estimated completion date. Failure to provide such notice will be construed as indicative of the contractor's intent to comply with the estimated completion date.

5. Completion Documents List: a report will be provided to DOE-OH/WVDP describing the project activities completed and will include information regarding issues encountered/resolved, contamination levels, surveys, and waste generated.

6. Technical Boundary Conditions: The primary focus of this milestone is the deactivation and decontamination of the south side of the Product Purification Cell in order to achieve significant reductions in radiological hazards, risks and mortgage costs associated with this facility.

7. Assumptions: The work associated with this activity shall be completed in accordance with ISMS and ES&H principles. It is assumed that readiness verification for this activity will be based on the existing work control procedures used in the preparation and approval of the appropriate work orders and work requests.

Definitions: *Excess Equipment* is defined as (a) equipment not fastened to cell structure, and (b), equipment or objects which may have been removed from fixed structures to enable removal of the contaminated debris.

Earnings Schedule

Fee Available \$250,000 Equivalent to 1.4% of Fee Pool

Signatures:

Alice C. Williams, DOE Project Director	Signature:	Date:
James L. Little, President, WVNSCO	Signature:	Date:
Ralph E. Holland, Contracting Officer	Signature:	Date:

PERFORMANCE INCENTIVE

Section I - General Information

Performance Incentive Short Title: Complete PPC South Surface Cleaning **Incentive Number:** FC-3B **Rev Number/Date:** 1/ dated 11/26/02

Section II - Accounting Information

Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive:

N/A Interim Milestone

Maximum Available Fee Allocated to this Incentive: \$ 100,000

Performance Baseline System (PBS)/Work Authorization (Directive) (WA (D)/Program Control Document No. PBS OH-WV-40

Work Breakdown Structure (WBS) Element No(s). TBD

Section III - Incentive Information

Incentive Type: Baseline ☒ Stretch ☐ Super stretch ☐ Gateway ☐ Multi-year ☐

Degree of Difficulty: High ☒ Medium ☐ Low ☐

Duration: Annual ☐ Multi-year ☒

Fee Payment Type: Completion ☐ Progress ☒ 70% Provisional ☒ 30%

Section IV - Performance Expectation and Measurement

Short Title: Complete PPC South Surface Cleaning

1. Description: Remove surface contamination in the PPC South. LLW will be packaged in accordance with site procedures. WIPP will be the assumed disposal site for Transuranic waste. Since WVDP is not yet authorized to ship waste to WIPP, the final waste disposal location and waste acceptance criteria (WAC) are not known at this time. The proposed approach is therefore to comply with the current WIPP WAC that apply to the debris itself (e.g. radioisotopic content), but not those associated with the final waste packages as defined in the WIPP WAC. For CH-TRU waste DOE/WIPP-069, revision 7 will be used and for RH-TRU waste, DOE/WIPP Draft 5-3123 revision 0 will be used. There may be cases where packaging of the waste (e.g. large components, tanks, etc) to meet the above criteria would increase the risks to personnel. In these cases, the waste will be removed and stored.

2. Cost Constraint/Incentive: All work associated with this performance based incentive shall be completed within the approved budget defined in applicable cost account planning report (CAPR).

3. Gateway: N/A

4. Completion: The milestone is considered complete when the surfaces of the cell and the surfaces of any equipment remaining in the cell have been vacuumed/wiped down to the extent necessary to place the cell in a state ready for final radiological characterization survey.

All work is estimated to be completed on or before September 30, 2003. This date is an estimate only and is not intended to constrain the contractor's ability to schedule activities in such a manner as to facilitate completion of the overall objectives of the contract. However, the estimated completion date may be used as an indication of the contractor's progress toward completion of the overall objectives of the contract. The contractor shall provide DOE reasonable advance notice of any significant deviations from the estimated completion date. Failure to provide such notice will be construed as indicative of the contractor's intent to comply with the estimated completion date.

5. Completion Documents List: a report will be provided to DOE-OH/WVDP describing the project activities completed and will include information regarding issues encountered/resolved, contamination levels, surveys, and waste generated.

6. Technical Boundary Conditions: The primary focus of this milestone is the deactivation and decontamination of the south side of the Product Purification Cell in order to achieve significant reductions in radiological hazards, risks and mortgage costs associated with this facility.

7. Assumptions: The work associated with this activity shall be completed in accordance with ISMS and ES&H principles. It is

assumed that readiness verification for this activity will be based on the existing work control procedures used in the preparation and approval of the appropriate work orders and work requests.

Definitions: N/A

Earnings Schedule

Fee Available \$100,000 Equivalent to 0.6 % of Fee Pool

Signatures:

Alice C. Williams, DOE Project Director	Signature:	Date:
James L. Little, President, WVNSCO	Signature:	Date:
Ralph E. Holland, Contracting Officer	Signature:	Date:

PERFORMANCE INCENTIVE

Section I - General Information

Performance Incentive Short Title: Complete XC-2 Decontamination
dated 01/14/04

Incentive Number: FC-4 **Rev Number/Date:** Rev 2

Section II - Accounting Information

Initial Budgeted Cost of Work Scheduled (BCWS) under this Incentive:
approx. \$22.9M

Maximum Available Fee Allocated to this Incentive:
\$1,524,000

Performance Baseline System (PBS)/Work Authorization (Directive)(WA(D)/Program Control Document No.PBS OH-WV-40

Work Breakdown Structure (WBS) Element No(s). WBS TBD

Section III - Incentive Information

Incentive Type: Baseline ☒ Stretch ☐ Super stretch ☐ Gateway ☐ Multi-year ☐

Degree of Difficulty: High ☒ Medium ☐ Low ☐

Duration: Annual ☐ Multi-year ☒

Fee Payment Type: Completion ☒ Progress ☒ Provisional ☐

Section IV - Performance Expectation and Measurement

Short Title: Complete XC-2 Decontamination

1. Description: Dismantle and package valves, vessels, pipes, and tanks located inside XC-2. Fixative will be applied to the walls, floor and ceiling. LLW will be packaged in accordance with site procedures. WIPP will be the assumed disposal site for Transuranic waste. Since WVDP is not yet authorized to ship waste to WIPP, the final waste disposal location and waste acceptance criteria (WAC) are not known at this time. The proposed approach is therefore to comply with the current WIPP WAC that apply to the debris itself (e.g. radioisotopic content), but not those associated with the final waste packages as defined in the WIPP WAC. For CH-TRU waste DOE/WIPP-069, revision 7 will be used and for RH-TRU waste, DOE/WIPP Draft 5-3123 revision 0 will be used. There may be cases where packaging of the waste (e.g. large components, tanks, etc) to meet the above criteria would increase the risks to personnel. In these cases, the waste will be removed and stored.

2. Cost Constraint/Incentive: All work associated with this performance based incentive shall be completed within the approved budget defined in applicable cost account planning report (CAPR).

3. Gateway: N/A

4. Completion: Complete the decontamination, dismantlement and packaging equipment from XC-2. This milestone is considered complete and eligible for 100% of the fee when the valves, vessels, pipes, tanks and structural steel/grating have been removed, and a fixative applied to the remaining structural steel, walls, floor, and ceiling of the cell and the cell meets the end state as described in WVNSCO letter WD:2004:0074, Projected Facility and Waste End States for the General Purpose Cell (GPC), Process Mechanical Cell (PMC) and Extraction Cell #2 (XC-2).

Following completion of debris removal, equipment removal and surface cleaning, WVNSCO will submit a report to DOE OH/WVDP, which documents and demonstrates that decontamination activities are complete.

All work is estimated to be completed on or before November 30, 2004. This date is an estimate only and is not intended to constrain the contractor's ability to schedule activities in such a manner as to facilitate completion of the overall objectives of the contract. However, the estimated completion date may be used as an indication of the contractor's progress toward completion of the overall objectives of the contract. The contractor shall provide DOE reasonable advance notice of any significant deviations from the estimated completion date. Failure to provide such notice will be construed as indicative of the contractor's intent to comply with the estimated completion date.

5. Completion Documents List: A report will be provided to DOE-OH/WVDP describing the project activities completed and will include information regarding issues encountered/resolved, contamination levels, post-decontamination status survey, and amount of waste generated, and results of visual inspection.

6. Technical Boundary Conditions: The primary focus of this milestone is the deactivation and decontamination of XC-2 in order to achieve significant reductions in radiological hazards, risks and mortgage costs associated with this facility.




7. Assumptions: The work associated with this activity shall be completed in accordance with ISMS and ES&H principles. It is assumed that readiness verification for this activity will be based on the existing work control procedures used in the preparation and approval of the appropriate work orders and work requests.

Definitions:

Earnings Schedule: 100% of fee will be earned (net 30) upon completion of work described in paragraph 4.

Fee Available \$1,524,000

Approvals:

T.J. Jackson, Acting DOE Project Director	Signature: 	Date: 2/19/04
R.A. Mellor, President, WVNSCO	Signature: 	Date: 2/19/04
D.J.C. Franklin, Contracting Officer	Signature: 	Date: 2/25/04